

COUNTY OF STAFFORD, VIRGINIA  
COMPETITIVE NEGOTIABLE PROPOSALS

RFP #33163



**REQUEST FOR COMPETITIVE NEGOTIABLE PROPOSALS**  
**ENGINEERING SERVICES FOR THE DESIGN OF THE**  
**LOWER ACCOKEEK PUMP STATION, GRAVITY SEWER AND FORCE MAIN**

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**LOWER ACCOKEEK PUMP STATION, GRAVITY SEWER AND FORCE MAIN**

RFP NUMBER:       **#33163**

RECEIVING DATE:   **3:00 P.M., Thursday, March 3, 2016**

RECEIVING PLACE:  Stafford County Purchasing Office  
                          Stafford County Administration Center  
                          P.O. Box 339  
                          1300 Courthouse Road  
                          Stafford, Virginia 22555-0339

Direct requests for information regarding technical matters on this Proposal to:

Bryon Counsell  
Department of Utilities  
P.O. Box 339  
1300 Courthouse Road  
Stafford, Virginia 22555-0339  
Telephone: (540) 658-8643  
E-mail: bcounsell@staffordcountyva.gov

Direct requests for information regarding contractual matters to:

Stafford County Purchasing Office  
P.O. Box 339  
1300 Courthouse Road  
Stafford, Virginia 22555-0339  
Telephone: (540) 658-8611



**Board of Supervisors**

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County Administrator

February 3, 2016

**REQUEST FOR PROPOSAL**

**RFP #33163**

Sealed competitive negotiable Proposals (RFP #33163) for Professional Engineering Services for the Design of the Lower Accokeek Pump Station, Gravity Sewer and Force Main for the Stafford County Department of Utilities will be accepted until 3:00 P.M., Thursday, March 3, 2016 at which time they will be opened in the Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, Stafford, Virginia.

Please be observant of all Proposal instructions and specifications. Should any questions arise concerning this Proposal, contact the Purchasing Office at 540.658.8611.

Stafford County reserves the right to accept or reject, in whole or part, any and all Proposals and to waive informalities.

Anita Perrow  
Purchasing Manager



## GENERAL INSTURCTIONS

1. Mail or deliver Proposals to the Stafford County Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, P.O. Box 339, Stafford, VA, 22555-0339.
2. Submit one **(1) original, clearly marked**, and three (3) copies of the Proposal and one (1) sanitized electronic copy (Flash Drive/CD) before the opening time stated in the Proposal Invitation.
3. All Proposals shall be signed in ink by authorized principals of the firm and must be received in sealed envelopes with the statement, **"Proposal Enclosed" and the number typed or written in the lower left-hand corner.**
4. Stafford County reserves the right to accept or reject, in whole or part, any and all Proposals and to waive informalities.
5. Proposals will be opened promptly at **3:00 P.M., Thursday, March 3, 2016, in the Purchasing Office**, with attendance limited to the Evaluation Committee. No late proposals will be accepted. **Stafford County assumes no responsibility for late submissions due to mistake of courier, U.S. Postal Service or any delivery service used for proposal submittal.**
6. The successful Offeror will be notified immediately upon acceptance of their Proposal.
7. Proprietary information will not be disclosed during the selection process
8. Proposals to be binding for one hundred twenty (120) days following the Proposal opening date.
9. Exceptions to the specifications or general instructions must be in writing and submitted with the proposal form.
10. Any questions relative to the technical aspects of the Request for Proposal shall be directed in writing to Bryon Counsell, Stafford County Department of Utilities, at 2128 Jefferson David Highway, Suite 103, Stafford VA 22554 or [bcounsell@staffordcountyva.gov](mailto:bcounsell@staffordcountyva.gov).

No interpretation of the meaning of Contract documents will be made to any Offeror orally. Every request for such interpretation must be in writing. To be given consideration, such requests must be received at least ten (10) days prior to the date fixed for the receiving of Proposals. Any and all such interpretations and any supplemental instructions will be returned in writing to the prospective Offeror requesting such interpretations or will be in the form of written Addenda which, if issued, will be will be posted on the Stafford County Purchasing Website (<http://staffordcountyva.gov/index.aspx?NID=154>), no later than five (5) days prior to the date fixed for the receiving of Bids. Failure of any Offeror to receive any such Addenda or interpretation shall not relieve said Offeror from obligation under the Proposal as submitted. All Addenda so issued shall become part of the Contract Documents.

11. Each Offeror is required to state in the proposal, their name and place of residence and the names of all persons interested with him, in case of a corporation, the names of other than the president and secretary need not be given. References shall be furnished to establish the skill and business standing of the Offeror.

12. Offeror Disclosure

Each Offeror shall certify, upon signing a Proposal, that to the best of his knowledge no county official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

13. Pursuant to Code Section §2.2-4330 of the Code of Virginia, as amended, the signing authority has elected to use the procedure for Proposal withdrawal numbered (I), which reads as follows:

"The offeror shall give notice in writing of his claim of right to withdraw his proposal within two (2) business days after the conclusion of the proposal opening procedure."

14. The Contractor shall maintain insurance to protect the County from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this Contract, whether such operations by the Contractor, or anyone directly or indirectly employed by either Contractor or Subcontractor, such insurance to conform to the amounts as prescribed by law:

The insurance requirements are as follows:

"The successful contractor assumes and agrees to hold harmless, indemnify, protect and defend Stafford County against any and all liability for injuries and damages to contractor himself and to Contractor's employees, agents, subcontractors and guest, third parties or otherwise, incident to or resulting from any all operations performed by contractor under the terms of this contract.

In addition to any other forms of insurance for bonds required under Contracts and specifications pertaining to this project, Stafford County shall require any Vendor to whom or to which it lets any work contemplated hereunder to carry Public Liability Insurance in accordance with the specifications on the following exhibit and a Certificate of Insurance attesting to these required coverage's. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the Subcontractor to cover their operation.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion."

Minimum insurance requirements are as follows:

1. Workers' Compensation.
2. Automotive Liability: Bodily injury and property damage insurance shall have limits of \$1,000,000 combined single limits.
3. Comprehensive General Liability:

Bodily injury liability insurance shall have limits of \$500,000 per occurrence.

Property damage liability insurance shall have limits of \$500,000 per occurrence.

15. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section §2.2-4343.1 or against any offeror because of race, religion, sex, national origin, age, disability, or any other basis prohibited under state law relating to discrimination in employment.

16. Hold Harmless Clause

The Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the County, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Vendor agrees that this clause shall include claims involving infringement of patent or copyright.

17. Safety

All Contractors and Subcontractors performing services for the County of Stafford are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

18. Notice of Required Disability Legislation Compliance

Stafford County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

Specifically, Stafford County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It

extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

19. Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by this County. A copy of these provisions may be obtained from the Purchasing Office upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

20. Employment Discrimination by Contractors Prohibited

Every contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

21. Drug-free Workplace

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

22. Use of the Contract by Other Government Entities

- A. If authorized by the Offeror, any Contract resulting from this RFP will be extended to jurisdictions within the Washington Metropolitan area. Various entities may be selected over others, without prejudice towards the Offeror.
- B. A negative response to this clause will not adversely affect consideration of any response except in the case where all other factors are equal.
- C. The successful Contractor will deal directly with each entity with regard to order placement, issuance of purchase orders, invoicing and payment. The entities mentioned are not bound to participate in any resultant Contract.

23. Exemption from Taxes

The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by the County of Stafford on request.

24. Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the County Administrator or his designee.



25. Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of the County Administrator.

26. Debarment

By submitting a proposal, the Offeror is certifying that he/she is not currently debarred by the County. The County's debarment procedures are in accordance with Section 2.2-4321 of the Code of Virginia.

27. Immigration Reform and Control Act of 1986

By accepting a Contract award, vendor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

28. Each Bidder or Offeror shall certify, upon signing a Bid or Proposal, that to the best of his knowledge no Stafford County official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

29. Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator ([https://cisiweb.scc.virginia.gov/z\\_container.aspx](https://cisiweb.scc.virginia.gov/z_container.aspx)).

30. W-9 Form

Each Bidder or Offer will submit a completed W-9 form with their Bid. In the event of a Contract award, this information is required in order to issue Purchase Orders and payments to your Firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

31. Contract Administration

This Contract will be administered by the Stafford County Department of Utilities.

## **PART 1 - INSTRUCTIONS FOR SUBMITTING PROPOSALS**

### **1. Preparation and Submittal of Proposals**

- a. All Proposals shall be signed in ink by authorized personnel of the firm.
- b. All attachments to the proposals requiring execution by the firm are to be returned with the Proposals.

### **2. Withdrawal of Proposals**

- a. The Offeror may withdraw his proposal from consideration if the service proposed was substantially different than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgmental mistake, and was actually due to an unintentional arithmetic error, or an unintentional omission of a quantity of work, labor, or materials made directly in the compilation of the proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the proposal sought to be withdrawn.
- b. The following is the procedure for withdraw of proposal:
  - (1) The Offeror must give notice in writing of his claim of the right to withdraw his proposal within two (2) business days after the conclusion of the Proposal opening procedure.
  - (2) No Proposal may be withdrawn under this section when the result would be the awarding of the Contract on another Bid of the same Bidder.
  - (3) No Offeror who is permitted to withdraw a proposal shall for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Proposal was submitted, without the approval of the Chief Financial Officer. The person or firm to whom the Contract was awarded and the withdrawing Offeror are jointly liable to Stafford County in an amount equal to any compensation paid to, or for the benefit of, the withdrawing Offeror without such approval.

### **3. Miscellaneous Requirements**

- a. The County will not be responsible for any expenses incurred by a firm in preparing and submitting a Proposal. All Proposals shall provide a straightforward concise delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- b. Vendors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Evaluation Committee will schedule the time and location for this presentation.

- c. The contents of the Proposal submitted by the successful Offeror and this RFP will become a part of any Contract awarded as a result of these specifications. The successful Contractor will be expected to sign a Contract with the County. Additional terms and provisions will be included in the Contract.
- d. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Firms whose proposals are not accepted will be notified in writing.
- e. The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company, or corporation without the previous consent and approval in writing by the County.

4. Form of Proposals

Interested firms are cautioned to provide in their proposal as much detail as possible pertaining to their firm's capabilities, experience and approach to the tasks outlined in this Proposal.

5. Stafford County reserves the right to contact vendors individually for the purpose of clarifying Proposals.

6. Vendor Incurred Costs

Stafford County is not liable for any cost incurred by vendors prior to issuance of an agreement, Contract or purchase order.

7. Right to Cancellation

Award to the selected vendor will be made under a Contract arrangement cancelable after the first year or at the end of a fiscal year in the event that continuing funds are not appropriated.

8. Vendor Declaration

The vendor must state that its proposal was made without connection with any other person, company or parties making a similar proposal and that it is in all respects fair and in good faith without collusion or fraud.

9. Terminology

Terminology used in this request for proposal might imply or denote a particular vendor. The terminology used and the organization of the RFP is not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the vendor in these situations.

10. Licensing Agreement

Any licensing agreement required by the vendor must be fully described.

11. Proposal Property of County

All Proposals submitted in response to this RFP become the property of the County.

12. Confidentiality

All proposals will be available for inspection by interested parties following the final selection date. If a vendor wishes that any parts of his proposal remain confidential, he should state so clearly.

13. Addenda

Any addenda to these documents shall be issued in writing; no oral statement, explanations or commitments by whomsoever shall be of any effect unless incorporated in the addenda.

14. Contracting

Upon award of the Contract, the RFP and the successful Offeror's proposal will become part of the Contract. The County intends to enter into a Contract which best serves the interests of the County and will require the vendor to enter into the County's "STANDARD CONTRACT FOR SERVICES".

## **PART 2 - SPECIAL CONTRACT TERMS AND CONDITIONS**

1. The extent and character of the work to be accomplished by the firm shall be subject to the general control and approval of the County Administrator or his authorized representative. The firm shall not comply with requests and/or orders issued by other than the Administrator's representatives acting within their authority for the County.

2. Subcontractors

The firm shall identify all proposed Subcontractors who will be furnishing services under the terms of his proposal. Subcontractors shall conform, in all respects, to the applicable provisions specified for the prime Contractor and shall further be subject to approval by the County.

3. Termination

Subject to the provisions below, the Contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Contract may be extended upon written approval by the County until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this Contract is terminated or canceled upon request and for convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the County for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

4. User List

Vendors are required to furnish the issuing office with a list of all locations in local governments in Virginia and nearby states that are using the same service and the name, address and telephone number of a contact person.

5. Assignment

The Contractor will be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the agreement or its rights, title, or interests therein, or its power to execute such agreement to any other person, company or corporation with the previous consent and approval in writing by Stafford County.

6. Exceptions

Any and all exceptions to the specification included in this RFP must be fully detailed and explained on a separate schedule outlined "Exceptions to RFP". Should the vendor not indicate and explain all exceptions, his proposal may be rejected.

7. Proposal Selection

Contract will be awarded by Stafford County to the most responsive and responsible vendor whose proposal conforms to this Request and is most advantageous to Stafford County.

**REQUEST FOR COMPETITIVE NEGOTIABLE PROPOSALS ENGINEERING  
SERVICES FOR THE DESIGN OF THE LOWER ACCOKEEK PUMP STATION,  
GRAVITY SEWER AND FORCE MAIN**

**SPECIFIC PROPOSAL INFORMATION**

**RFP #33163**

**1.0 PROJECT**

The project consists of two gravity sanitary sewer pipelines, two (2) MGD pumping station, and a sanitary force main. These projects are described in Stafford County's Master Plan as projects A33 (18-inch gravity sewer/ approx. 4,800 lf), A207 (Lower Accokeek Pump Station), A103 (12-inch sanitary force main/ approx. 12,500 linear feet). Gravity sanitary sewer line S2 was added to the Master Plan and consists of approximately 6,000 linear feet of 8-inch pipe extending from Stafford Hospital Center to the location of the Lower Accokeek Pump Station generally along the unnamed tributary of Accokeek Creek. Master Plan alignments of these projects are subject to change based on design.

**2.0 SCOPE OF SERVICES**

- Walk the proposed route alignments (once determined) to gain a thorough understanding of all existing physical features along the proposed routes and pump station site.
- Obtain input from impacted businesses and residents in order to minimize impacts. Meetings/visits to be based on hourly billings as a reimbursable expense.
- Coordinate and provide a complete aerial topographic and route inventory survey to include but not limited to the following items:
  - Any feature that could cause a construction impact
  - Existing underground public utilities
  - Existing underground private utilities
  - Drainage features
  - Manholes
  - Aerial Utilities
  - Water service connections
  - Sewer laterals
  - Business signs/parking lot features
  - Roads
  - Vertical structures such as buildings, fences, bridges, etc.
- Topographic mapping of all pipeline routes at a scale of 1"=30' with 2-foot contour intervals based on aerial photography and preliminary water main alignment. Field surveying will include:
  - Set control/traverse.
  - Establish benchmarks.



- Spot check property corners to allow existing subdivisions plat boundaries to be drawn on the topographic mapping.
- Locate on map all pertinent physical features from aerial topography.
- Coordinate with an underground utility location firm to locate significant and/or critical underground features.
- Meet with County to determine pump station location, requirements, standards, and preferences.
- Prepare and deliver pump station Preliminary Engineering Report.
- Prepare preliminary alignment plans and pump station plans and meet with the County.
- Conduct property research and prepare plats on a per unit basis for use by the County in obtaining appropriate easements and rights of way. County may require a sub consulting firm hired by selected engineer to coordinate easement acquisition. This task must begin as soon as possible during the design process.
- Prepare 50%, 90%, and 100% complete plans at meet with County at each stage.
- Prepare technical specifications at 50% and 100% completion phase and submit for review with plans.
- Submit plans at 100% County Utility Dept review approval to Department of Planning and Zoning for approval and address comments and revise as necessary with each submittal.
- Prepare contract documents based on County procurement regulations, including technical specifications that address uninterrupted sewer service to customers during construction, temporary and permanent surface restoration, staging areas and traffic control.
- Upon approval, three signed and sealed reproducible set of plans and specifications will be submitted to the County for its use for bidding.
- Prepare construction cost estimates at 50%, 90% and bid ready submission.
- On behalf of the County, coordinate with VDOT and obtain all permits required where permanent work is to be performed within the right-of-way of highways, roads, or other public areas under the control and jurisdiction of VDOT. (The County is assumed to provide all public agency permit application fees.)
- On behalf of the County, draft appropriate permit applications to obtain a Nationwide 12 Stream Crossing Permit, and/or all appropriate environmental permits.
- Prepare and submit appropriate documents to obtain a Virginia Department of Health construction permit for the proposed force main and pump station.
- Bidding and Construction services as described at time of bid. These services will be provided under separate proposal prior to bidding/advertising. Selected firm will be responsible for hardcopy distribution of contract documents as requested. County will provide digital files for download from County website.
- Other tasks as normally associated with force main, gravity sewer and pump station design.

### **3.0 INVOICING AND PAYMENT**

- A. Contractor shall submit invoices in triplicate no more often than once each month. The invoices shall include breakdown of all charges identified to specific tasks included in the Proposal, along with employee's names, hours and charges included in the invoice.
- B. Invoices shall be based upon actual hours of performance and shall include progress reports. Sub-consultant markup by the prime consultant shall be limited to not more than five percent (5%) of the Sub-consultant invoice amount.

- C. All such invoices will be paid promptly by the County, unless any items therein are questioned, in which event payment for the questioned amount shall be withheld, pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

#### **4.0 COUNTY FURNISHED ITEMS/SUPPORT**

The County shall furnish the Contractor with necessary drawings and other materials that the County considers reasonable and necessary for the Contractor to complete the task.

#### **5.0 EVALUATION OF PROPOSALS: SELECTION FACTORS**

- 5.1. The Evaluation Committee will screen each Proposal and selection will be made on the basis of the following criteria:
  - 1. Experience of the project team proposed to perform work.
  - 2. Experience of the design firm provided in the Proposal.
  - 3. Understanding of problems and task, as depicted in Proposal.
  - 4. Evaluator's judgment of Proposer's capability for the project success.
  - 5. Responsiveness of the schedule provided with the Proposal.
  - 6. References (i.e., satisfaction of former clients) along with names, addresses, contact persons and phone numbers of parties for whom comparable work has been performed.
- 5.2. Proprietary information received will not be disclosed to others during the selection process.
- 5.3. Proposal Contents:
  - 1. The engineering firm selected will be responsible for studies, reports, preliminary investigations, cost estimates, property acquisition (not to include Deed creation and payment to owner), inspections, and project design drawings and specifications for selected projects.
  - 2. Please be brief in your responses. The inclusion of extraneous information not pertinent to the basic purpose of the response is discouraged.
  - 3. Qualifications:
    - Office** - State brief history of the firm, location, years in practice, etc. Provide credentials and experience of project engineers, or consultants, who could be expected to work on projects for Stafford County.
    - General Experience** - Give brief account of overall experience of the firm including similar road projects.

**Specific Experience** - Give examples of projects completed, especially during the past five (5) years. Provide a brief description of projects completed and list any special features. Provide cost data for the project.

**Performance and Responsibility** - Give information covering the firm's ability to work within budget, and tight time constraints

**References** - Provide names, addresses, contact persons, and phone numbers of parties as requested above.

## **6.0 FORMS OF PROPOSALS**

- A. Interested firms are cautioned to provide in their Proposals as much detail as possible pertaining to their firm's capabilities, experience and approach to the tasks outlined in this Proposal.

Note: Elaborate and costly presentations are neither required nor expected. Stafford County will not reimburse a company for the cost of submitting a Proposal. Each response should not exceed fifty (50) **numbered** pages, not including Table of Contents, dividers, and any exhibits or appendices.

- B. Interested firms are requested to include the following items:

1. Complete description of Scope of Services to be provided by project or task where specifically requested.
2. Schedule estimate for the project (assume single firm selected) based on limited information. The purpose for this is to demonstrate understanding of scope and logical relationships of design elements for shortest reasonable duration.
3. Pertinent references of both public sector clients. Include the name, address and telephone number of a contact person, along with a brief description of the project, including construction cost and engineering fees.
4. Identify key members of the project team and describe their responsibilities on this project.
5. Prior applicable experience in performing projects similar to that identified in this request, including a brief description, engineering costs and total project cost of each project.

## **7.0 DELIVERABLE PRODUCTS: OWNERSHIP**

Contractor shall provide all finished products to the County Administrator or his designee. Written progress reports shall be submitted on a monthly basis and may be included with monthly invoices. All related information, notes, worksheets, and interim material shall be the sole property of the County, unless otherwise specified in this Proposal.

## **8.0 AWARD OF CONTRACT**

After evaluation of the proposals received in response to the RFP, representatives from the Evaluation Committee may engage in individual discussions and interviews with Proposers deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are permitted. Proposers shall be encouraged to elaborate on their qualifications, performance data and staff expertise relevant to the proposed Contract. Proposers may also propose alternate concepts or methodology. Proprietary information from competing proposers will not be disclosed to the public or to competitors, provided such information is duly marked as "Proprietary Information" by the Proposer and the designation is justified as required by Section §2.2-4342, Code of Virginia, as revised. At the conclusion of the informal interviews and on the basis of evaluation factors set forth in Section 5, Evaluation of Proposals: Selection Factors and the information provided and developed in the selection process to this point, the committee shall rank, in the order of preference, the interviewed proposers whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted with the Proposer ranked first. If a satisfactory Contract and one (1) that is advantageous to the County of Stafford can be negotiated at a fee considered fair and reasonable, the award shall be made to the Proposer. Otherwise, negotiations with the Proposer ranked first shall be formally terminated and negotiations conducted with the Proposer ranked second, and so on, until such a Contract can be negotiated at a fair and reasonable fee. Should the committee determine in writing and in its sole discretion that only one Proposer is fully qualified, or that one offer is clearly more highly qualified and suitable than the others under consideration, a Contract may be negotiated and awarded to that Proposer.

County of Stafford reserves the right to select multiple firms for this work or a single firm for this work.

## **9.0 PROPRIETARY INFORMATION**

Ownership of all data, materials, and documentation originated and prepared for the County of Stafford pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

## 10.0 **NOTICE OF PROPRIETARY INFORMATION FORM**

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page Number	Reason(s) for Withholding from Disclosure

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire Bid or Proposal document, as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

1. This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
2. This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
3. This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C. F. R 309.5(c) (4).

**11.0** The County of Stafford, Virginia may cancel this RFP, reject Proposals or any portion thereof at any time prior to an award, is are not required to furnish a statement of the reason why a particular Proposal was not deemed to be the most advantageous (Section 2.2-4359, Code of Virginia).

## **12.0 REQUEST FOR ADDITIONAL INFORMATION**

Request for additional information should be directed to:

Stafford County Department of Utilities  
County of Stafford  
P.O. Box 339  
Stafford, VA 22555-0339  
Attn: Bryon Counsell  
E-mail: [bcounsell@staffordcountyva.gov](mailto:bcounsell@staffordcountyva.gov)

**REQUEST FOR COMPETITIVE NEGOTIABLE PROPOSALS ENGINEERING  
SERVICES FOR THE DESIGN OF THE LOWER ACCOKEEP PUMP STATION,  
GRAVITY SEWER AND FORCE MAIN**

**RFP #33163**

**SIGNATURE SHEET**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Name and Title of Person Submitting Bid: \_\_\_\_\_

Name of Authorized Agent: \_\_\_\_\_

Title of Authorized Agent: \_\_\_\_\_

Signature: \_\_\_\_\_

SCHEDULE "A"  
INSURANCE COVERAGE

The kinds and amounts of insurance provided are as follows:

- A. **Workers' Compensation**: Statutory
- B. **Automobile Liability**: Provide a minimum of \$2,000,000 combined single limit for each occurrence because of bodily injury including death. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, or hired automobiles.
- C. **Comprehensive General Liability**: Insurance shall be furnished with the limits of not less than:
- | <u>Liability</u> | <u>Each Occurrence</u> | <u>Aggregate</u> |
|------------------|------------------------|------------------|
| Bodily Injury    | \$1,000,000            | \$2,000,000      |
| Property Damage  | \$500,000              | \$2,000,000      |
- D. **Additional Insured**: Stafford County shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above.
- E. **Engineers Professional Liability**: "Errors and Omissions" coverage in the amount of two million dollars (\$2,000,000) shall be provided.



## REFERENCE LIST

The Offeror is required to state, in detail, in the space provided below what work of a character similar to that included in the proposed Contract has been done, to give references and such other detailed information as will enable the County to judge his responsibility, experience, skill and financial standing. Proposals from Contractor's inexperienced in this particular type of work will not be considered. This section may be used to refer to response document for references.

[illegible]

## SMALL AND MINORITY BUSINESS ENTERPRISES

The Stafford County Purchasing Ordinance and relevant Federal and State Laws, Orders and Regulations, require Stafford County to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

### Definitions:

#### 1. Small Business:

For the purposes of this document a Small Business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred and fifty (250) employees.
- (b) gross annual income does not exceed ten (10) million dollars.
- (c) is independently owned and operated (not subsidiary of another firm).

#### 2. Minority Business:

A business entity which is operated and controlled by a minority.

- (a) The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earning of fifty one percent (51%) or more of such an enterprise.
- (b) A minority person shall mean Black, Hispanic; Asian or Pacific Islanders; American Indian or Alaskan Native; and women, regardless of races or ethnicity.

### **PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:**

**Minority Business Firm:** Yes \_\_\_\_\_ No \_\_\_\_\_

**Small Business Firm:** Yes \_\_\_\_\_ No \_\_\_\_\_

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

### **CONTACT FOR ADMINISTRATION:**

**NAME:** \_\_\_\_\_

**ADDRESS (OFFICE):** \_\_\_\_\_

**TELEPHONE (OFFICE):** \_\_\_\_\_

**STAFFORD COUNTY  
STANDARD CONTRACT FOR SERVICES**

This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

**1. Definitions.**

(a) As used in this Contract, the term "County" shall mean the Board of Supervisors of Stafford County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter contracts. For purposes of this Contract, the "County" shall mean \_\_\_\_\_. (If this line is blank, the County shall mean the Board of Supervisors).

(b) As used in this Contract, the term "Contractor" shall mean:

**2.** Where brackets are provided beside any provision of this Contract, only those provisions which are marked shall apply. Such brackets shall be marked by the County as part of the bid process.

**3. Provision of Services.**

(a) The contractor hereby agrees to provide the following services to the County:

(b) The time, manner and place for performance of such services shall be:

4. **Time and Essence.**

Time shall be of the essence in this Contract, except where it is herein specifically provided to the contrary.

5. **County Obligations.**

(a) In return for the services identified above, the County shall pay the Contractor the following amounts:

[ ] (b) In addition to any provision of Paragraph 5 hereof, the Contractor agrees to grant the County a two percent (2%) discount for all invoices, provided that the County pays any invoice or other billing within ten (10) working days of receipt thereof.

6. **Termination for Convenience of the County.**

(a) The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his/her designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Officer of Stafford County; and

(v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of their termination, unless one or more extensions of three months each are granted by the Purchasing Officer.

(e) The Purchasing Officer, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the service not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) with respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(A) cost of work performed or supplies delivered;

(B) the cost of settling and paying any reasonable claims as provided in paragraph 6 (c) (iv), above;

(C) a sum as profit on (A) determined by the Purchasing Officer to be fair and reasonable.

(ii) the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Purchasing Office shall determine to be due under this clause, the Contractor may dispute any claim in writing to the County Administrator or his/her designee in accordance with Paragraph 15 of this contract concerning Disputes.

(h) When termination for the convenience of the County is a provision of this Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provision shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

**7. Termination for Default**

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

**8. Examination of Records.**

(a) The Contractor agrees that the County or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books,

documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

**9. Termination for Non-Appropriation of Funds.**

(a) If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

(b) The County agrees that should it terminate in accordance with this Section, it shall not obtain services for six months which are substantially equal to or similar to

those for which this Contract was entered into. This provision shall survive any termination of the Contract.

[ ] 10. **Insurance.**

The Contractor shall maintain insurance, in the amount and form set forth herein, to insure against the risks which are identified herein. The insurance required hereby shall be:

11. **Assignability of Contract.**

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County.

12. **Modifications or Changes to this Contract.**

(a) Change Orders. The Purchasing Officer, with the concurrence of the County's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that no Contractor shall be excused from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) The Contractor need not perform any work described in any change order unless they have received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(c) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Officer required submission of a cost proposal prior to



the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

☐ 13. **Warranties.**

☐ 14. **Additional Bond Security.**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the County and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

15. **Disputes.**

Any dispute concerning a question of fact as a result of this Contract shall be decided by the County Administrator, or his/her designee, who shall render his/her decision in writing and mail or otherwise forward a copy to the Contractor within 90 days of the receipt of the claim. The decision of the County Administrator, or his/her designee, shall be final and conclusive unless the Contractor appeals the decision within six months of the date of the final written decision, by instituting legal action as provided in the Code of Virginia § 2.2-4364 (1950, as amended). The Contractor may not institute a legal action, prior to receipt of the County Administrator's, or his/her designee, decision on the claim, unless the County Administrator, or his/her designee, fails to render such a decision within the time specified.

The Contractor's contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator or his/her designee, no later than 60 days after

the final payment; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which claim is based. Nothing herein shall preclude the Contractor from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the invoice for final payment.

**16. Nondiscrimination.**

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

**[ ] 17. Additional Terms and Conditions.**

18. **Integration Clause.**

This Contract shall constitute the whole agreement between the parties.

There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

19. **Legal Status**

All individuals performing work pursuant to this contract must be U.S. Citizens or possess documents that allow them to be employed and work in the United States.

20. **Faith-Based Clause.**

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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County Representative

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Title

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Contractor or Duly Authorized  
Representative

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Title